

AGREEMENT BETWEEN
TOWN OF ABINGTON
AND
RICHARD LaFOND

This Agreement is entered into this 16 day of April, 2013, by and between the Town of Abington, hereinafter referred to as "the Town", acting through its Board of Selectmen, hereinafter referred to as "the Board of Selectmen", and Richard LaFond, of Bridgewater, Massachusetts, hereinafter referred to as "the Town Manager". This contract is entered into pursuant to Massachusetts General Law Chapter 41 108N.

Whereas, the Town desires to employ the services of said Richard LaFond as Town Manager of the Town of Abington as provided for in Article Four and other pertinent provisions of the Town Charter; and

Whereas, it is the desire of the Town to contract for salary and benefits of the Town Manager; and

Whereas, the Town Manager desires to accept such employment as the Town Manager of the Town of Abington; and

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 Functions and Duties of Town Manager: The Town hereby employs said Richard LaFond as Town Manager of the Town of Abington. The Town Manager shall perform the functions and duties as Town Manager as set forth in the Town Charter, and shall perform any other legally permissible and proper duties and functions as the Board of Selectmen may from time to time assign. The Town Manager agrees to remain in the exclusive employ of the Town during the term of this Agreement, and shall neither accept other employment or become employed by any other employer during the term of this Agreement or any successive term of this Agreement. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on the Town Manager's time off, the same to be such as not to interfere with or conflict in any way with the Town Manager's general duties to the Town.

Section 2 Term: This Agreement and the Town Manager's term of appointment shall become effective May 6, 2013, and shall be in full force and effect until June 30, 2016.

Section 3 Compensation: The Town agrees to pay the Town Manager for his services an annual salary of \$140,000.00 effective upon hire on a pro-rated basis for the remaining period in FY 2013 and for FY 2014, which is payable in installments at the same time as other employees of the Town are paid. In addition, the Town agrees to increase the Town Manager's annual salary in such amounts as the Board of Selectmen may determine is desirable on the basis of the Town Manager's annual performance review, which should be completed by the end of each fiscal year (beginning in FY 2014), and taking into consideration the financial condition of the Town.

Section 4 Evaluation: The Town Manager's performance shall be reviewed and evaluated on an annual basis by the Board of Selectmen. All reviews and evaluations shall be in accordance with specific criteria developed jointly by the Board of Selectmen and the Town Manager. The Board of Selectmen shall have an annual public performance review of the Town Manager at its first meeting of the month in January. The Town Manager shall notify the Board of Selectmen by the first week in December of each year that the review and evaluation are due by the first meeting in January. Prior to conducting a public performance review of the Town Manager, each member of the Board of Selectmen shall meet individually with the Town Manager to discuss his performance, based on the criteria agreed to by the Board of Selectmen and the Town Manager the prior year. The Chairman of the Board of Selectmen shall provide the Town Manager with a summary written statement of the findings of the Board of Selectmen and provide adequate opportunity for the Town Manager to discuss his evaluation with Board of Selectmen. The Town Manager shall also have the right to provide a written response to the evaluation. A copy of the evaluation shall be made a part of the Town Manager's personnel file along with any written response made by the Town Manager. In effecting the provisions of this Section, the Board of Selectmen and the Town Manager agree to abide by the provisions of applicable law. Furthermore, the parties recognize the importance of this process and that said process should not be delayed. If the Board fails to complete the evaluation process by the end of any given fiscal year and subsequently determines that a merit increase is warranted for the Town Manager, said increase would be retroactive to July 1st.

Section 5 Hours of Work: Due to the professional nature of the position, it is recognized by the Town Manager that he is an exempt employee under the Fair Labor Standards Act and that he must devote a good deal of time outside of the normal office hours of Town Hall to the business of the Town, including attending Town Meetings and various Board and Committee meetings as requested or directed by the Board of Selectmen. As such, the Town Manager shall not have set office hours, however, he shall be required to devote the amount of time necessary to effectively, professionally and diligently discharge the duties of the position, and manage the affairs of the Town of Abington and its employees, which will include being generally available as much as possible to the public and other Town employees and officials during the normal Town Hall office hours.”

Section 6 Benefits:

- a. The Town shall provide a health insurance policy to the Town Manager similar to and subject to the same eligibility criteria and contribution rates as other non-union Town employees.
- b. The Town Manager shall be entitled to 20 days of paid vacation and 3 paid personal days per fiscal year. At his discretion, the Town Manager may be compensated for up to 5 days of unused vacation in lieu of time off. No unused personal or vacation days may be carried over to a subsequent contract year and any such unused days shall be deemed waived and forfeited by the Town Manager.
- c. The Town Manager shall be entitled to fifteen days for paid sick leave per contract year. Sick leave may accrue from year to year and may be carried over from year to year. The Town Manager shall not be entitled to any sick leave buy-back.
- d. The Town Manager shall receive the following holidays, New Year’s Day, Martin Luther King Day, Presidents’ Day, Patriot’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day.
- e. Upon the death of a member of the Town Manager’s immediate family, the Town Manager shall be granted leave of three working days without loss of pay. For the purposes of this subsection, “immediate family” shall mean and include the

following: spouse, child, mother, father, sister, brother, father-in-law, mother-in-law, grandparent, and grandchild. Leave may be granted without loss of pay for other family members as deemed appropriate by the Board of Selectmen.

- f. The Town Manager may participate in the Town's group life insurance program subject to all applicable eligibility criteria and at his own expense. In addition the Town Manager shall be reimbursed up to \$3,000 annually for the purchase of private disability and life insurance.
- g. The Town Manager shall be reimbursed the sum of \$60.00 monthly to provide for a cellular telephone for use in the discharge of his duties.
- h. All benefits earned under this contract shall be paid and applied on a pro-rated basis for the remainder of FY 2013.

Section 7 Jury Leave: In the event the Town Manager is summoned to jury duty in a federal court or in the courts of the Commonwealth of Massachusetts, he shall be excused from work for the period necessary to perform said jury duty. The Town Manager shall receive from the Town the difference between his salary and the compensation he receives for such jury duty services; provided, however, he shall receive his full pay for his first three days of service for performing jury services for courts of the Commonwealth of Massachusetts.

Section 8 Dues and Professional Development: Subject to prior approval of the Selectmen, and subject to the availability of appropriation, the Town Manager shall be reimbursed up to a maximum of \$5,000.00 annually for professional memberships, subscriptions, conferences, and other related expenses including but not limited to registration fees, travel, and subsistence expenses for attendance of, ICMA Conferences, Massachusetts Municipal Association meetings and conferences, and the Massachusetts Municipal Managers' Association meetings and conferences.

Section 9 Bonding: The Town shall bear the cost of any fidelity or other bonds required of the Town Manager under any law, the Town Charter, or by-law.

Section 10 Indemnification: To the extent permitted by law, the Town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability claim or

demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Manager, even if said claim has been made following his or her termination from employment, provided that the Town Manager acted within the scope of his duties. To the extent permitted by law the town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager. To the extent permitted by law the Town shall reimburse the Town Manager for any attorney's fees and costs incurred by the Town Manager in connection with such claims or suits involving the Town Manager in his professional capacity. To the extent permitted by law this section shall survive the termination of this Agreement. Willful torts and criminal acts by the Town Manager are exempted and are not indemnified by the Town. Additionally, the Town Manager shall not be indemnified for any fees or costs attributable to disciplinary proceedings brought by the Board of Selectmen under the termination provisions of this contract and/or the Town Charter.

Section 11 Automobile: The Town Manager's duties require that he be on duty and available, if necessary 24 hours a day and therefore he shall receive, in lieu of use of a town vehicle, additional compensation of \$250 per month.

Section 12 Termination:

- a. The Town may remove the Town Manager from office and terminate his employment in accordance with Section 4-7 of the Town Charter, which is incorporated by reference herein.
- b. The Town Manager may resign his position upon sixty (60) days written notice to the Town.

Section 13 Non-Renewal of Agreement: At least one hundred eighty (180) days prior to the expiration of the Town Manager's term, the Town Manager shall notify the Board of Selectmen in writing of the pending expiration of the Agreement. At least one hundred fifty (150) days prior to the expiration of the Town Manager's term, the Board of Selectmen shall inform the Town Manager as to whether the Board of Selectmen will re-appoint the Town Manager to another term. If the Town Manager is terminated during the term of this contract or is not

reappointed to another term and the Town Manager is willing and able to perform his duties, then the Town shall pay the Town Manager ninety (90) days' severance pay upon such termination or, in the case of non-reappointment, at the end of his term. Such severance pay shall be paid in the same installments as the Town Manager received while employed by the Town. The Town shall not be liable for such severance pay in the event the Town Manager's non-reappointment is attributable to illegal acts involving personal gain to himself, malfeasance, misfeasance, nonfeasance, violation of the Town Charter, unauthorized exercise of responsibility and authority or actions in direct contradiction with the express policies of the Board of Selectmen. In the case of termination, the Town shall not be liable for such severance pay in the event such termination is attributable to a willful tort or criminal act.

Section 14 Disability: The Town shall comply with all applicable state and federal laws concerning employee disability.

Section 15 Notices: Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, postage prepaid, addressed as follows:

1. Town Chairman, Board of Selectmen

 Town of Abington

 500 Gliniewicz Way

 Abington, MA 02351

2. Town Manager Richard LaFond

 75 Stephanie Lane

 Bridgewater, MA 02324

Alternatively, notices required pursuant to this Agreement may be personally served in the manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17 General Provisions:

- a. This Agreement shall constitute the entire Agreement between the parties.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Manager.
- c. This Agreement may be modified at any time during its term upon the mutual consent of both parties. For any such modifications to be effective, they must be in writing and signed by both parties.
- d. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.
- e. The terms of this Agreement are subject to annual appropriation by Town Meeting.

TOWN OF ABINGTON
Acting by and through its
Board of Selectmen

TOWN MANAGER

R. Andrew Burbine, Chairman

Richard LaFond

Michael Franey

DATE: 4-16-13

Kevin Donovan

Kenneth Coyle

Tom Dion

DATE: _____

Approved as to legal form:

Town Counsel

DATE: _____